

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,

Debtors.<sup>1</sup>

)  
) Chapter 11  
)

) Case No. 19-23649 (SHL)

) (Jointly Administered)  
)

**SUPPLEMENTAL NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) on September 15, 2019.

**PLEASE TAKE FURTHER NOTICE** that, on April 4, 2023, in connection with the proposed sale (the “**Sale Transaction**”) of substantially all of the assets of the Debtors’ consumer health business, which is currently conducted by Avrio Health L.P. (collectively, and as further defined in the Stalking Horse Agreement, the “**Avrio Assets**”) to Atlantis Consumer Healthcare Inc. (the “**Stalking Horse Bidder**”) or any other successful bidder (a “**Successful Bidder**”) subject to an auction process (the “**Auction**”), if any, for the Avrio Assets, the Debtors filed a motion (the “**Bidding Procedures Motion**”) <sup>2</sup> with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the Sale Transaction and the Auction (the “**Bidding Procedures**”), (b) payment of the Bid Protections to the Stalking Horse Bidder in certain instances defined in the Stalking Horse Agreement, (c) the form and manner of notice related to the Sale Transaction, and (d) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Motion, the Bidding Procedures Order, or the Bidding Procedures, as applicable.

**PLEASE TAKE FURTHER NOTICE** that, on April 28, 2023, the Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

**PLEASE TAKE FURTHER NOTICE** that, on April 28, 2023, the Debtors filed a Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount (the “**Potential Assumption and Assignment Notice**”) that, among other things, provided a schedule listing the potential assigned contracts (the “**Potential Assigned Contracts Schedule**”).

**PLEASE TAKE FURTHER NOTICE** that, on May 16, 2023, the Debtors filed a Notice of Cancellation of Auction and Identification of Successful Bidder, which, in accordance with the Bidding Procedures, cancelled the Auction previously scheduled by the Bidding Procedures Order and identified the Stalking Horse Bidder as the Successful Bidder.

**PLEASE TAKE FURTHER NOTICE** that, upon the closing of the Sale Transaction, the Debtors intend to assume and assign to the Successful Bidder certain Potential Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have added the contracts set forth on Schedule 1 hereto (the “**Supplemental Potential Assigned Contracts Schedule**”) to the Potential Assigned Contracts Schedule. A copy of this Notice, including the Supplemental Potential Assigned Contracts Schedule, may also be accessed free of charge on the Debtors’ case information website, located at <https://restructuring.ra.kroll.com/purduepharma> or can be requested by email at [purduepharmateam@ra.kroll.com](mailto:purduepharmateam@ra.kroll.com). In addition, the “**Cure Costs**,” if any, necessary for the assumption and assignment of such Potential Assigned Contracts are set forth on the Supplemental Potential Assigned Contracts Schedule. ***Each Cure Cost listed on the Supplemental Potential Assigned Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assigned Contract or Assigned Lease prior to the closing of the Sale Transaction, or other applicable date upon which such assumption and assignment will become effective, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective.***

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A POTENTIAL ASSIGNED CONTRACT INCLUDED ON THE SUPPLEMENTAL POTENTIAL ASSIGNED CONTRACTS SCHEDULE.** Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of the Sale Transaction, a Successful Bidder (including the Stalking Horse Bidder) may elect, in its sole and absolute discretion, (i) to exclude any contract or lease on the Potential Assigned Contracts Schedule as an Assigned Contract or Assigned Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (ii) to include on the Final Assigned Contracts Schedule any contract or lease listed on the Potential Assigned Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable, (b) in the event that, after the closing of the Sale Transaction,

the Debtors or the Successful Bidder identify any contract or lease with respect to the Avrio Assets to which Avrio Health L.P. is a counterparty that is not a Shared Contract (as defined in the Stalking Horse Agreement), and that is not listed on the Potential Assigned Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assigned Contract or Assigned Lease, as applicable, and the Debtors shall seek to assume and assign such Assigned Contract or Assigned Lease in accordance with the Bidding Procedures, and (c) following the Auction, the Debtors may, in accordance with the Stalking Horse Agreement or the applicable purchase agreement, or as otherwise agreed by the Debtors and the Successful Bidder, at any time before the closing of the Sale Transaction, modify the previously stated Cure Costs associated with any Potential Assigned Contract. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assumption and Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Potential Assigned Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors' or Successful Bidder's right to remove an Assigned Contract or Assigned Lease from the Final Assigned Contracts Schedule.**

#### **Obtaining Additional Information**

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Stalking Horse Agreement and the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://restructuring.ra.kroll.com/purduepharma> or can be requested by email at [purduepharmateam@ra.kroll.com](mailto:purduepharmateam@ra.kroll.com).

#### **Filing Assumption and Assignment Objections**

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assigned Contract or Assigned Lease listed on a Supplemental Assumption and Assignment Notice (a "**Supplemental Assumption and Assignment Objection**") with respect to the ability of a Successful Bidder to provide adequate assurance of future performance, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assigned Contract or Assigned Lease, (d) by no later than **17 days from the date of service of the Supplemental Assumption and Assignment Notice** (the "**Supplemental Assumption and Assignment Objection Deadline**"), (i) be filed with the Court and (ii) be served on (1) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Eli J. Vonnegut, Christopher S. Robertson, and Dylan A. Consla, (B) Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, Attn: Marie L. Gibson and A. Caroline M. Frizzo; (2) counsel to the Consultation Parties, consisting of (i) counsel to the Committee: Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, One Bryant Park, New York, New York 10036, Attn: Arik Preis and Sara L. Brauner; (ii) counsel for the Ad Hoc Committee: Kramer Levin Naftalis & Frankel LLP, 1177 6th Ave, New York, NY 10036, Attn: Kenneth H. Eckstein; and (iii) counsel for the MSGE Group: Caplin & Drysdale, Chartered, 1 Thomas Cir NW # 1100, Washington, DC 20005,

Attn: Kevin Maclay; (3) counsel to the Stalking Horse Bidder, Kirkland & Ellis LLP, 601 Lexington Ave, New York, New York 10022, Attn: Christopher Marcus, P.C., Constantine N. Skarvelis, P.C., and Jordan E. Elkin; and (4) the U.S. Trustee (collectively, the “**Objection Notice Parties**”).

Pursuant to the Assumption and Assignment Procedures, a Supplemental Assumption and Assignment Objection relating to proposed Cure Cost (a “**Cure Objection**”), must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assigned Contract or Assigned Lease, and (d) by no later than **17 days from the date of service of the Supplemental Assumption and Assignment Notice** (the “**Cure Objection Deadline**”), (1) be filed with the Court and (2) be served on the Objection Notice Parties.

Objections to the Sale Order, the conduct of the Auction or the Sale Transaction (collectively, the “**Sale Objections**”), must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, and (d) by no later than **May 19, 2023 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”) be (1) filed with the Court and (2) served on the Objection Notice Parties.

#### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

*Any Counterparty to a contract or lease who fails to timely make an objection to the potential assumption and assignment of a contract or lease listed on the Supplemental Potential Assigned Contracts Schedule on or before the Supplemental Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this Notice shall be deemed to have consented to the assumption and assignment of such contract or lease, including the Cure Costs (if any), set forth in the Supplemental Assumption and Assignment Notice, and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder (including the Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such contract or lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth in the Supplemental Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assigned Contract or Assigned Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the closing of the Sale Transaction or other applicable date upon which such assumption and assignment will become effective.*

**Other Important Dates and Deadlines**<sup>3</sup>

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections, Cure Objections, and Supplemental Assumption and Assignment Objections, note that the **Sale Hearing** will be held on **May 23, 2023 at 11:00 a.m. (prevailing Eastern time)** before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601. Pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”), the Hearing will be conducted via Zoom for Government® so long as General Order M-543 is in effect or unless otherwise ordered by the Court. Parties wishing to appear at, or attend, a hearing conducted via Zoom for Government® videoconference are required to register their appearance by 4:00 p.m. (prevailing Eastern Time) the day before such hearing at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>

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<sup>3</sup> The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Dated: May 18, 2023  
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Eli J. Vonnegut  
Eli J. Vonnegut

450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
Marshall S. Huebner  
Benjamin S. Kaminetzky  
Eli J. Vonnegut  
Christopher S. Robertson

*Counsel to the Debtors  
and Debtors in Possession*

## Schedule 1

### Post-Petition Contracts<sup>1</sup>

| Counterparty                             | Contract Name  | Contract Type      | Date             |
|--|--|--------------------|------------------|
| Eurofins Food Chemistry Testing US, Inc. | Stability Study Quote by and between Eurofins Food Chemistry Testing US, Inc. and Purdue Pharma L.P. | Services Agreement | February 1, 2022 |

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<sup>1</sup> Note: References in this Schedule to any agreement include references to such agreement's exhibits, schedules and appendices, as well as any purchase orders entered into in connection with such agreement.